

From: Hawkins Duane S TSgt SMC DET 11 /CITS
To: 'microsoft.atr(a)usdoj.gov'
Date: 1/15/02 1:21pm
Subject: RE: Action Against Microsoft

I have a suggestion which I believe will benefit consumers and which seems to have been overlooked, up to this point.

1. Forbid Microsoft from issuing software under an "OEM" license. Current Microsoft OEM licenses forbid users (and, now that product activation is here, prevent users) from ever installing the software on any machine other than the one with which the software was purchased, EVEN IF THE ORIGINAL MACHINE HAS BEEN DESTROYED OR THE SOFTWARE REMOVED FROM THE MACHINE. In effect, if a user buys a computer from an OEM with a Microsoft product installed, then chooses at a later date to perform a major hardware upgrade or replace the hardware, in order to use the SAME software, that individual must purchase a new license, in addition to the one he has already paid for, even though the original license goes unused.
2. Order Microsoft to make reparations to consumers forced to repeat purchases of Microsoft software due to hardware upgrade / obsolescence by issuing retail license keys to holders of OEM software. In the case of software which is included on a "System Restoration Disk" which cannot be used on machines other than the one with which it was purchased, order Microsoft to provide full retail copies of the Microsoft media included with the system, in exchange for the original system restoration CD. This exchange could be implemented through the hardware OEMs' support divisions, but should be paid for by Microsoft.

I believe that Microsoft has profited unfairly by coercing hardware vendors into bundling Microsoft software with their products in such a way as to force users to purchase new copies of the software every time they upgrade their hardware. Purchasers of new systems are ordinarily unaware that such restrictions have been placed on their use of the software, unless they are accustomed reading the fine print of a license agreement which may span several pages, and

which
may still leave users with the question of software transferability
unanswered.

Note that this measure would not prevent Microsoft from enforcing its "One
user
one license" software licensing policy. It would merely protect users from
having
to purchase new software each time they upgrade their hardware.

Sincerely,

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Software Developer